

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

Transfer No. 81000

**MINIMUM REQUIREMENTS CHECKLIST**  
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED  
JUN 07 2016

Department of Water Resources  
Eastern Region

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

Name of Applicant(s) Robert Rowland

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A \* Means the item is always required and must be included with the application.

- \* Completed Application for Transfer of Water Right form, Part 1.
- \* Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- \* Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- \* Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- \* Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

**Attachments to Application** - Label each attachment with the corresponding number shown below as Attachment #1-10.

- #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. \*\*
- #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).\*\*  
\*\* Additional fee(s) required for water right ownership changes; see fee schedule.
- #3 Documentation of authority to make the change if the applicant is not the water right owner.
- #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at [www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm](http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm).
- #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- \* #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- #10 Other. Please describe: Water Rights Purchase and Sale Agreement

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

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Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1

Name of Applicant(s) Robert Rowland Phone 208-251-2627

Mailing address 1141 Rowland Rd, Pocatello, Idaho 83204 Email \_\_\_\_\_

- If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1.**
- Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a.**
- If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b.**
- Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3.**

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

No Representative

Name of Representative Rocky Mountain Environmental Associates Phone 208-524-2353

Mailing address 482 Constitution Way Email chad.rmea@gmail.com

- Send all correspondence for this application to the representative and not to the applicant.  
OR
- Send original correspondence to the applicant and copies to the representative.
- The representative may submit information for the applicant but is not authorized to sign for the applicant.  
OR
- The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4.**

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Robert Rowland  
Signature of Applicant or Authorized Representative

Robert Rowland  
Print Name and Title if applicable

5/27/16  
Date

\_\_\_\_\_  
Signature of Applicant or Authorized Representative

\_\_\_\_\_  
Print Name and Title if applicable

\_\_\_\_\_  
Date

A. PURPOSE OF TRANSFER

- 1.  Change point of diversion  Add diversion point(s)  Change place of use  
 Change nature of use  Change period of use  Other \_\_\_\_\_

2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2.**

John L., John R., and Jan E. Grimmatt are purchasing four (4) acres of water (part of Water Right 29-13892) from Robert Rowland to be split between parcels for irrigation at Legacy Hills, Division No. 1 in Bonneville County. The Legacy Hills, Division No. 1 property currently has in-house use supplied by Taylor Mountain Water and Sewer

District.

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STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part <input type="checkbox"/> <input checked="" type="checkbox"/>	29-13892	0.072 cfs	Irrigation	04/01 to 10/31	Groundwater
<input type="checkbox"/> <input type="checkbox"/>		16.0 ac-ft		to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	
<input type="checkbox"/> <input type="checkbox"/>				to	

Total authorized under rights 0.072 cfs and/or 16.0 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.072 cubic feet per second and/or 16.0 acre-feet per year.

3. Point(s) of Diversion:

- No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
No		SW	SW	SE	21	01N	38E	Bonneville	Groundwater	
No		SE	SW	NE	28	01N	38E	Bonneville	Groundwater	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01N	38E	28			X											X			4

The Property contains approximately 13 acres of land. This transfer proposes to move 4 acres of water to the Property to be split into one quarter acre per parcel for irrigation use. In-house use is currently supplied by Taylor Mountain Water & Sewer.

Total Acres (for irrigation use) 4

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STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 1 Continued

5. General Information:

a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:  
Well to pump to mainline.

b. Who owns the property at the point(s) of diversion? John R. and Jan E. Grimmertt, John L. Grimmertt  
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:  
Grimmetts (property owners) are purchasing four (4) acres of Water Right 29-13892 from the applicant to be used for irrigation of lawn at Legacy Hill, Division No. 1.

c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?  
If yes,  attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it Attachment #6. List the name of the entity and type of lien:

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?  
If yes,  complete Attachment WSB.

e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:  
The land now irrigated will be dried up.

f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:  
The proposed PODs and part of the POU for Water Right 25-7090, a domestic right owned by Taylor Mountain Water and Sewer District, currently serves the property. The proposed PODs for this transfer are shared with Water Rights 25-14383 and 25-14385, which are owned by Taylor Mountain Water and Sewer District. These

g. To your knowledge, has/is any portion of the water right(s) proposed to be changed: are irrigation rights which service adjacent parcels.

Yes No

- undergone a period of five or more consecutive years of non-use,
- currently leased to the Water Supply Bank,
- currently used in a mitigation plan limiting the use of water under the right, or
- currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

WATER RIGHT NO. 29-13892

Owner Type    Name and Address  
 Current Owner ROBERT ROWLAND  
 1141 ROWLAND RD  
 POCA TELLO, ID 83204  
 (208)251-2627

Priority Date: 10/28/1953  
 Basis: Decreed  
 Status: Active

Source        Tributary  
 GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	2.7 CFS	600 AFA
STOCKWATER	01/01	12/31	0.02 CFS	2 AFA
Total Diversion			2.7 CFS	

Location of Point(s) of Diversion:

GROUND WATER NWSESW Lt 3 Sec. 01 Township 06S Range 33E POWER County

Place of Use Legal Description: IRRIGATION POWER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06S	33E	1		NESW 40			NWSW 33			SWSW 38			SESW 39	

Place of Use Legal Description: STOCKWATER POWER County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
06S	33E	1		NESW			NWSW			SWSW			SESW	

Total Acres: 150

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Conditions of Approval:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE  
1. C18 WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Decreed Date: 03/22/2004



STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- Attach a map of the diversion, measurement, control, and distribution system. Label it Attachment #7a.
- If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it Attachment #7b.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it Attachment #8a.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it Attachment #8b.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

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FOR DEPARTMENT USE ONLY **\$1685.- total check amount**

Transfer contains \_\_\_\_\_ pages and \_\_\_\_\_ attachments.

Received by \_\_\_\_\_ Date \_\_\_\_\_ Preliminary check by \_\_\_\_\_ Date \_\_\_\_\_

Fee paid **\$200.-** Date **10/8/2016** Received by **JB** Receipt # **E042149**

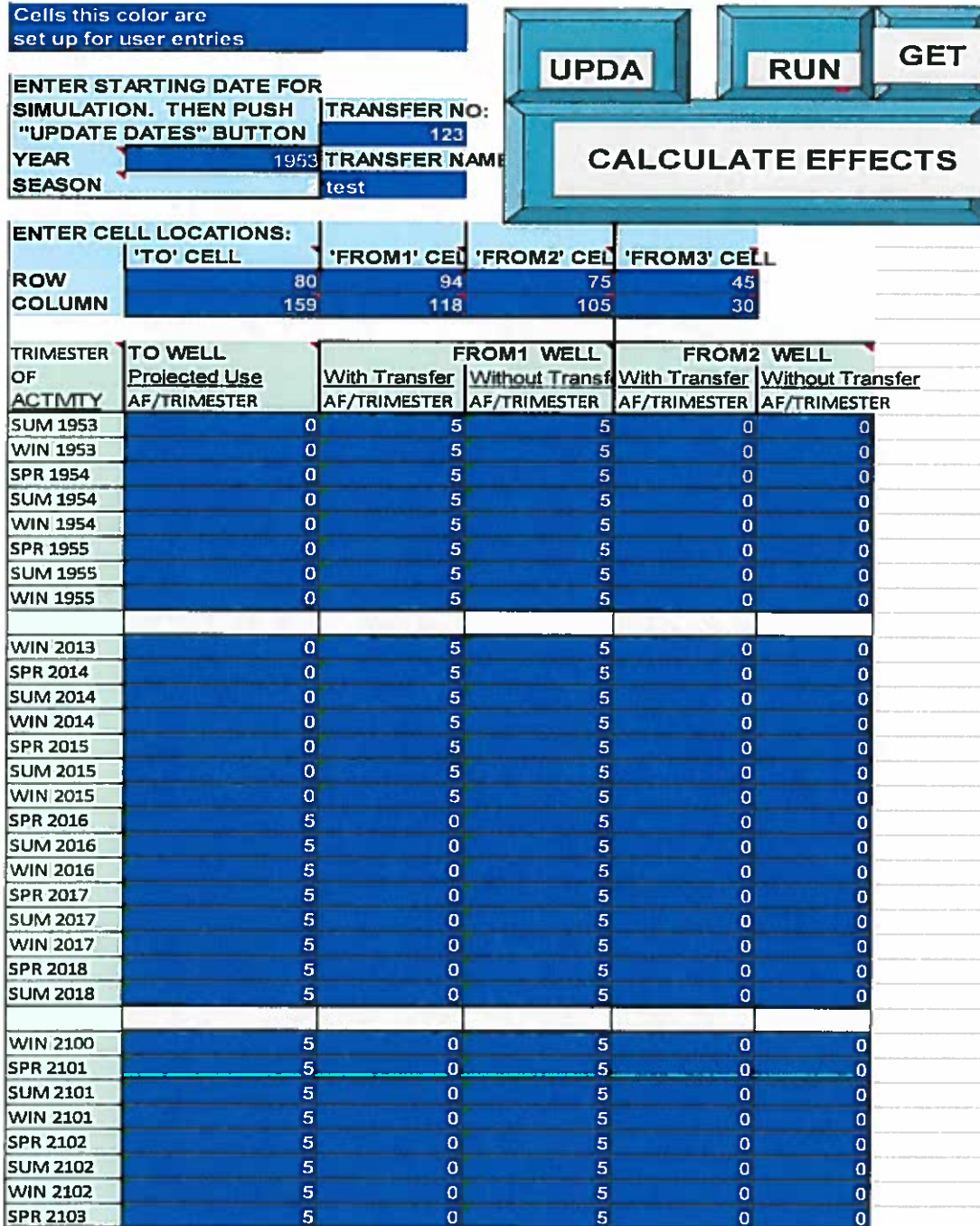
Add'l fee paid \_\_\_\_\_ Date \_\_\_\_\_ Received by \_\_\_\_\_ Receipt # \_\_\_\_\_

Check all that apply: Attachment WSB  (copy sent to state office) Lessor Designation form  &/or W-9  (originals to state office)

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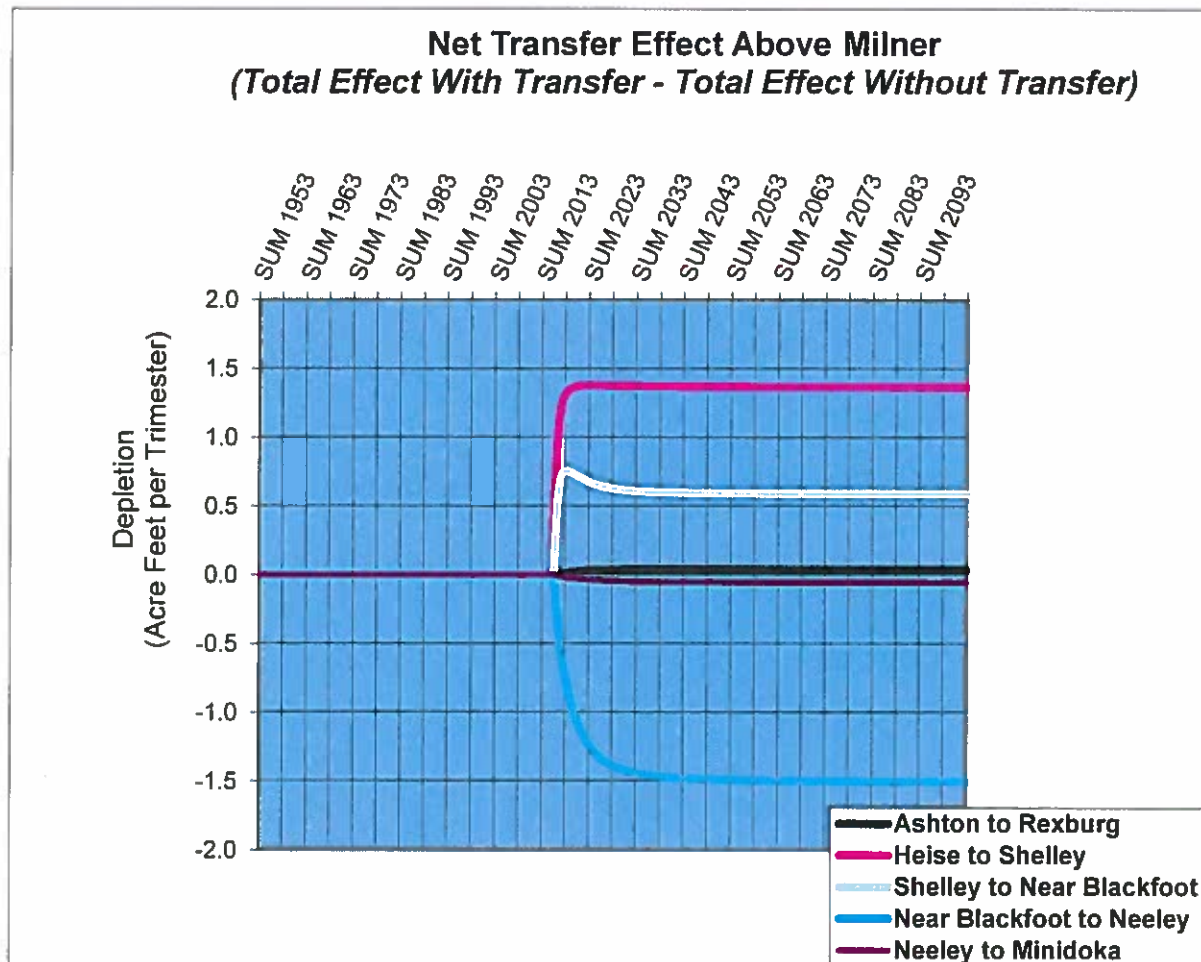
Results show that by transferring 16 afa (5.333 af/trimester), the effects of pumping at the new point of diversion do not exceed 2.0 af/trimester in any reach of the Snake River. Figures 1-3 include excerpts from ESPAM 3.2 simulation.

Figure 1.



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Figure 2.



5/24/2016  
Version 3.2






Figure 3.

Enter First Time Step of Transfer: <span style="border: 1px solid red; padding: 2px;">SPR 2010</span>												
Match: 171			Match: 456									
	AIR	HIS	StNB	NBIN	NtM	DWtB	BtTS	TS	TStM	M	MtB	Total
Preexisting Effects @ SS (Last Time Step):	0.10	0.30	0.91	3.40	0.07	0.16	0.18	0.08	0.05	0.05	0.00	5.30
Steady State - Value of Dep. @ Last Time Step:	0.14	1.66	1.51	1.89	0.01	0.04	0.04	0.02	0.01	0.01	0.00	5.33
Preexisting Effects @ Transient State (Max Value Time Step):	0.10	0.30	0.91	3.40	0.07	0.16	0.18	0.08	0.05	0.05	0.00	5.30
Transient State - Max. Value of Dep. After Transfer:	0.14	1.67	1.67	3.39	0.06	0.16	0.18	0.08	0.05	0.05	0.00	7.46
Steady State Change:	0.04	1.37	0.59	-1.50	-0.05	-0.13	-0.14	-0.06	-0.04	-0.04	0.00	
Transient State Change:	0.04	1.38	0.75	-0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

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2015 NAIP Photography

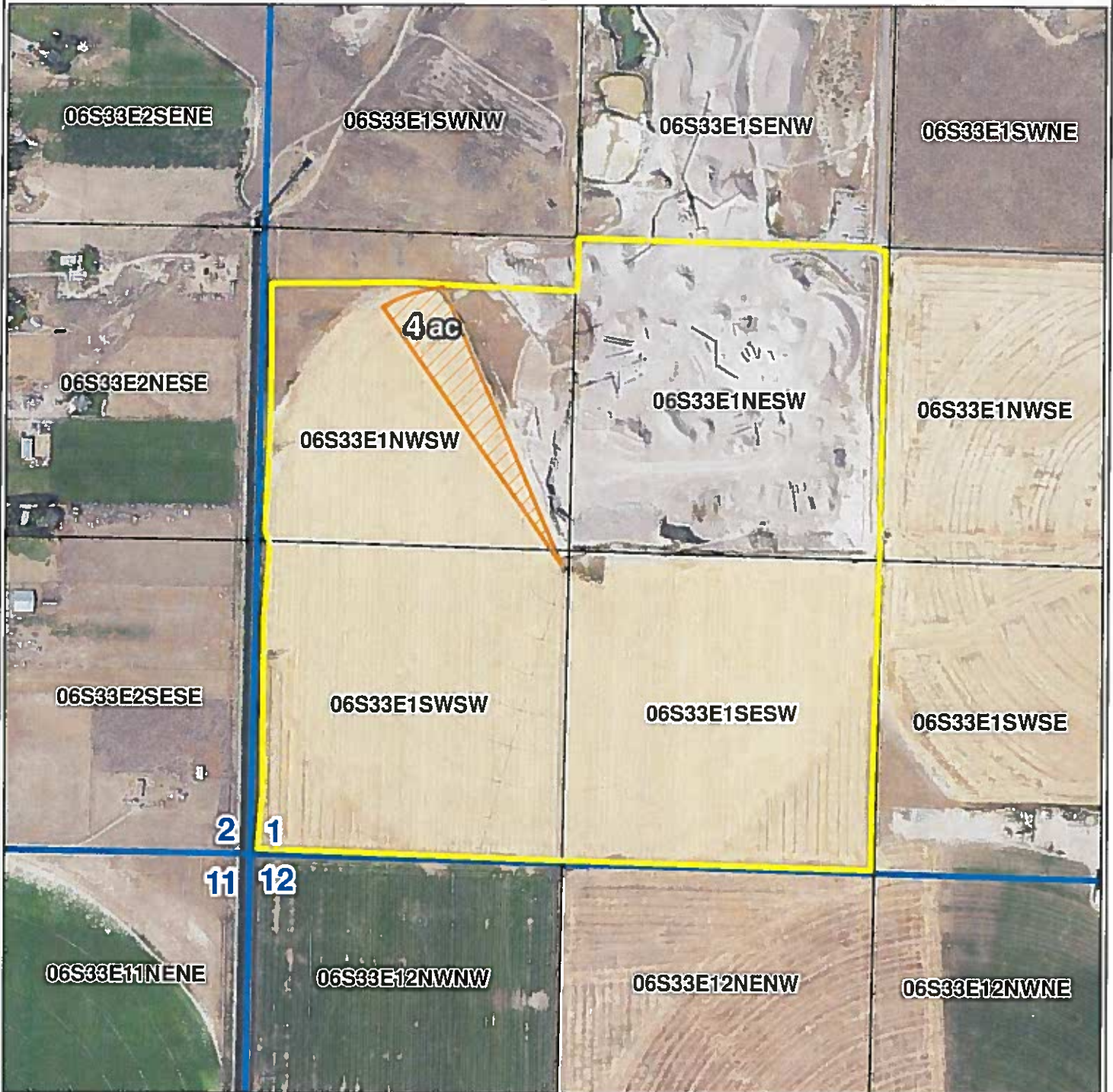
-  Proposed POD
-  Proposed POU
-  Twp & Rng
-  Section
-  QQ

**Proposed POU; Grimmatt**  
 Legacy Hills, Division No. 1  
 Bonneville County, Idaho








Date : 5/16/2016  
 Project #: 16-0007

81000



2013 NAIP Photography

0 0.15 0.3 0.6 Miles

-  Proposed Acres to be Idled
-  POU WR 29-13892
-  Twnp & Rng
-  Section
-  QQ

**Current POU; Robert Rowland**

**Water Right No.(s): 29-13892**

**Power County, Idaho**



Date : 5/16/2016  
Project #: 16-0007

81000

**WATER RIGHTS PURCHASE  
AND SALE AGREEMENT**

THIS AGREEMENT is made and entered into this 31 day of March, 2016, (the "Effective Date") by and between Robert Rowland of 1141 Rowland Rd, Pocatello, ID 83204, hereafter "SELLER", and John R. and Jan E. Grimmatt, husband and wife, and John L. Grimmatt of 5422 Wild Dunes Ln, Idaho Falls, ID 83404, hereafter "BUYER";

**WITNESSETH:**

That for and in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

- 1. Water Right Purchase. SELLER hereby sells to BUYER, and BUYER hereby purchases from SELLER, the following described water right or water right portion for the consideration and subject to the terms and conditions contained herein:

A portion of Idaho Department of Water Resources (IDWR)  
Water Right License No. 29-13892.

Source:	Ground water
Purpose:	Irrigation
Priority:	October 28, 1953
Quantity (Diversion Rate):	0.072 cfs (Total of the right is 2.7 cfs for 150 acres)
Quantity (Volume):	16.0 acre feet per annum
Place of Use (Acreage):	4 acres of the 150 authorized acres, as depicted in Exhibit "A" hereto.

The above portion of Water Right No. 29-13892 is hereinafter referred to as the "Water Right." The Water Right shall be conveyed from SELLER to BUYER by Special Warranty Deed, in the form set forth in Exhibit "B" attached hereto. Said Special Warranty Deed will be executed and recorded by SELLER as grantor to BUYER as grantee, and delivered to grantee together with Idaho Department of Water Resources (IDWR) Change of Ownership Form in the form attached hereto as Exhibit "C" upon closing.

2. **Purchase Price.** The purchase price for the Water Right is [REDACTED] per acre for the total sum of [REDACTED] for Four (4.0) acres, lawful money of the United States, to be paid by BUYER to SELLER as follows:
  - a. **Down Payment.** The sum of [REDACTED] representing 10% of the purchase price of the water rights shall be paid as a down payment upon the execution of this agreement, receipt whereof is hereby acknowledged by SELLER;
  - b. **Remaining Balance.** The remaining balance of [REDACTED], shall be paid in cash or check, within thirty (30) days of receipt of notice of formal approval by IDWR of the Application for Transfer referenced in Paragraph 3 hereof.
  
3. **Application for Transfer.** It is understood and agreed that BUYER will within 30 days after this Agreement is executed by both parties initiate the appropriate transfer proceeding under *Idaho Code* §§ 42-108 and 42-222, by filing an application with IDWR to change the point of diversion and place of use of the Water Right as provided in said application. The filing fees and all costs and expenses of such proceedings shall be borne by BUYER. This transfer and water right will remain in the name of SELLER until the contract is closed and paid for by the BUYER. The BUYER's place of use and point of diversion will be used for the transfer. The parties agree to cooperate in the prosecution of said transfer proceeding to the end that it might be approved by IDWR with as much dispatch as possible. If IDWR requires BUYER to surrender any portion of the Water Right as mitigation in connection with the transfer, it will not have any effect on the Purchase Price.
  
4. **Closing.** The closing of this transaction and delivery of the executed Special Warranty Deed to BUYER and the entire purchase price for the contract to SELLER shall take place at the office of Rocky Mountain Environmental Associates, Inc., within one (1) year after the parties sign this Agreement, or thirty (30) days after Buyer receives notice of IDWR approval of the Application for Transfer referenced in Paragraph 30, whichever

occurs first. The BUYER shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

5. **Processing of Application for Transfer.** In the event the transfer is not approved by the Idaho Department of Water Resources within one (1) year after this Agreement is signed by both parties, or not approved in a manner satisfactory to BUYER, BUYER shall have the right to have said application withdrawn. In the event BUYER withdraws said application within one (1) year after this Agreement is signed by both parties, SELLER agrees to refund any portion of the purchase price paid by BUYER prior to the date of such withdrawal, to BUYER, without interest, within thirty (30) days of the filing of the Notice of Withdrawal.
  
6. **Signature Deadline.** SELLER hereby agrees to sign this Agreement within ten (10) business days after BUYER signs this Agreement. If SELLER does not sign the Agreement within the specified time period, BUYER may terminate this Agreement by providing written notice to SELLER within twenty (20) business days after BUYER signs this Agreement.
  
7. **Seller's Representations and Warranties.** SELLER represents and warrants to BUYER that:
  - 7.1 **Authority.** SELLER has full power and authority to enter into this Agreement and complete the Transaction.
  
  - 7.2 **Binding Agreement.** Upon SELLER's execution of this Agreement, this Agreement will be binding and enforceable against SELLER in accordance with its terms.
  
  - 7.3 **Title.** SELLER has fee title to the Water Right. SELLER believes in good faith that there are no unrecorded agreements, leases, liens or encumbrances which may affect title to the Water Right.

7.4 **Other Agreements.** SELLER shall not, prior to any termination of this Agreement, enter into or execute any easement, encumbrance, lease, or other agreement, with respect to the Water Right. SELLER shall not solicit any other offers for the portion of the Water Right in which BUYER and SELLER are under contract to purchase.

7.5 **No Litigation or Condemnation.** There are no suits, claims, proceedings or investigations pending or threatened with respect to the Water Right or which will adversely affect SELLER's ability to meet its obligations with respect to this Agreement. SELLER has no knowledge of or reason to suspect any proposed public improvements that could result in any condemnation or taking of all or a portion of the Water Right.

7.6 Subject to the foregoing, SELLER sells the Water Right "as is," without warranty.

8. **BUYER's Representations and Warranties.** BUYER represents and warrants to SELLER that:

8.1 **Authority.** BUYER has full power and authority to enter into this Agreement and complete the Transaction.

8.2 **Binding Agreement.** Upon BUYER's execution of this Agreement, this Agreement will be binding and enforceable against BUYER in accordance with its terms, and upon BUYER's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against BUYER in accordance with their terms.

9. **Attorney's Fees.** Should either party default in the performance of any of the covenants or agreements contained herein, such defaulting party shall pay to the other party all costs and expenses, including, but not limited to, a reasonable attorney fee, including such fees on appeal, which the offended party may incur in enforcing this agreement or in pursuing

any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.
11. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and assigns.
12. **Reliance Upon Statements/Integration and Merger.** This Agreement sets forth the entire understanding of the parties with respect to the matters set forth in this Agreement as of the date both Buyer and Seller sign the Agreement; it supersedes all prior oral or written agreements of the parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by Buyer and Seller.
13. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.
14. **Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SELLER

  
Robert Rowland

BUYER

\_\_\_\_\_  
John R. Grimmatt

\_\_\_\_\_  
Jan E. Grimmatt

\_\_\_\_\_  
John L. Grimmatt

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Termination Date: April 15, 2016 .

*If BUYER does not accept this contract of sale on or before the Termination Date above, this contract is voidable by the SELLER.*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SELLER

\_\_\_\_\_  
Robert Rowland

BUYER

  
\_\_\_\_\_  
John R. Grimmatt

  
\_\_\_\_\_  
Jan E. Grimmatt

  
\_\_\_\_\_  
John L. Grimmatt

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Termination Date: April 15, 2016

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## Exhibit B Form of Deed

When Recorded Return To:

xxx

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### SPECIAL WARRANTY DEED FOR WATER RIGHT

[Name of Seller], an [type of company] registered to do business in [state] as [name], whose address is [address] ("Grantor"), does hereby grant, bargain, sell, assign, and convey unto [Name of Seller], an [type of company] registered to do business in [state] as [name], whose address is [address] ("Grantee"), and to Grantee's heirs, successors, and assigns forever, all of Grantor's right, title, and interest in the Water Right described in Exhibits [xxx] hereto (collectively the "Water Right").

Grantor assigns to Seller any other interest it may have in the Water Right including any claim, permit, license, or shares of stock evidencing, claiming, or representing such Water Right.

To the extent the Water Right, or any of them, are represented by a permit or other property not conveyable by deed, this deed shall be deemed and shall operate as a bill of sale therefore.

Grantor retains no residual or reversionary interest in any of the Water Right.

Grantor hereby covenants and warrants to Grantee as follows:

- I. that Grantor is the owner in fee simple of the Water Right;
- II. that Grantor has not conveyed any of the Water Right to anyone other than Grantee;
- III. that each of the Water Right is free from all liens, claims, or encumbrances;
- IV. that Grantor has the authority to convey the Water Right to Grantee;
- V. the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Right.

Grantor makes no other covenants or warranties as to the Water Right.

[end of text; signature page to follow]

IN WITNESS WHEREOF, the undersigned authorized officers of Grantor, acting on behalf of Grantor, have caused their names to be hereunto subscribed on the date shown by each name.

Grantor: [NAME OF SELLER]

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name  
Title

Exhibits:

Exhibit 1 to Water Right Deed: Description of Water Right No. [number] (or portion thereof)

Exhibit 2 to Water Right Deed: Description of Water Right No. [number] (or portion thereof)

[Etc.]

[Add appropriate notary forms]

